

**AGREEMENT**

**between**

**BOGOTA BOARD OF EDUCATION**

**and**

**BOGOTA EDUCATION ASSOCIATION**

**2008-2010**

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## **PREAMBLE**

This Agreement is entered into this date of **July 1, 2008** by and between the Board of Education of Bogota, New Jersey, hereinafter called the Board and the Bogota Education Association, hereinafter called the Association. It is hereby agreed as follows:

### **I. RECOGNITION**

The Bogota Board of Education recognizes the Bogota Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for the following Bargaining Unit Members:

Classroom Teachers  
Nurses  
Guidance Counselors  
Librarians  
Reading Teachers  
Speech Teachers  
Bargaining Unit Members on Leave of Absence  
Coordinators and Department Heads  
Special Teachers - Elementary Schools  
Secretarial Employees (other than confidential Board Office Employees)  
Psychologist  
Social Worker  
Learning Disabilities Specialist  
Substance Abuse Counselor

In this agreement, all employees represented by the Association shall be referred to as bargaining unit members. When appropriate, a distinction shall be made between "secretaries" and "teachers".

### **II. NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective bargaining negotiations with respect to a successor Agreement in accordance with Title 34 in a good faith effort to reach agreement on matters concerning the terms and conditions of bargaining unit members' employment. Such negotiation shall commence not later than the date set by law for the submission of the tentative budget to the County Superintendent's office unless another date is mutually agreed upon.
- B. For the above purpose, subcommittees of both groups shall meet at mutually agreeable times during the year. At the first meeting, the representatives of both groups shall establish the ground rules under which negotiations shall be conducted.
- C. The Board agrees not to negotiate concerning said bargaining unit members with any organization other than the Association for the duration of the Agreement.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### **III. GRIEVANCE PROCEDURE**

#### **A. DEFINITIONS**

1. A "grievance" is a disagreement based on a claim by a bargaining unit member or bargaining unit members concerning the interpretation, application, or alleged violation of the terms of this Agreement, adopted Board policies, or administrative decisions affecting terms and conditions of employment.
2. The "aggrieved person" or "grievant" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and any person(s) who might be required to take action for or against whom action might be taken in order to resolve the claim.
4. "School Calendar Days" are days on which school is in session.

#### **B. FORMAL GRIEVANCES**

1. **Purpose** - The purpose of this procedure is to secure, at the lowest possible level, resolutions of grievances as defined in the definition #1 above. The number of days at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement and in writing. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

##### **2. Procedure**

###### **a. Level One**

A bargaining unit member(s) who has a grievance shall discuss it first with that bargaining unit member's immediate supervisor or at the appropriate administrative level as applicable in an attempt to resolve the matter at that level. Discussion shall be initiated within fourteen (14) school calendar days of the occurrence.

###### **b. Level Two**

If, as a result of the discussion, the matter is not resolved to the satisfaction of the bargaining unit member(s), the bargaining unit member(s) shall set forth the grievance in writing to their immediate administrator within ten (10) school calendar days of the discussion held in Level One. The administrator shall communicate a decision to the bargaining unit member(s) in writing within eight (8) school calendar days or receipt of the written grievance.

c. **Level Three**

The bargaining unit member(s) may appeal in writing the administrator's decision to the Superintendent of Schools within ten (10) school calendar days of receipt of the administrator's decision at level two. Any appeal to the next level shall be in writing and copies of all correspondence relating to the case shall be forwarded by the aggrieved to the Superintendent, and a copy of the report shall be forwarded by the aggrieved to the level two administrator involved. If the appeal goes to the Superintendent, a decision shall be presented to the aggrieved and to the BEA Grievance Chairperson within fifteen (15) school calendar days of receipt of the written appeal and shall communicate the decision in writing along with supporting reasons to bargaining unit member(s) within this time.

d. **Level Four**

If the grievance is not settled after the Superintendent has rendered decision, or if no decision by the Superintendent is rendered within the prescribed period of time as delineated in Level Three, the matter may be referred in writing by the bargaining unit member(s) or the President of the Bogota Education Association to the Bogota Board of Education within five (5) school calendar days of the Superintendent's decision.

e. **Level Five**

Within 45 days of BEA and/or grievant notification, the Board of Education shall schedule a meeting to hear the grievance. The Board shall hear the grievance and make a determination, which shall be forwarded in writing to the Association through the Superintendent within five (5) school calendar days. Prior to the Board hearing, the Bogota Education Association and/or grievant shall provide the Board with copies of all correspondence relating to the grievance.

f. **Level Six**

- (1) If the Association is not satisfied with the determination of the Board of Education, or if the Board does not render a determination, the Association may submit the grievance to arbitration with the State of New Jersey Public Employment Relations Commission (PERC). The Association shall notify the Board of its intent to submit the grievance to arbitration with PERC within ten (10) school calendar days from the date of the Board's decision, or within 30 school calendar days if no decision has been reached by the Board within prescribed time limits.
- (2) The parties are then bound by the Rules and Procedures of PERC.
- (3) The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring them.

- (4) The decision of the arbitrator shall be submitted to the BOE and Association. The decision shall be advisory only.
- (5) The Arbitration shall be limited to issue(s) submitted and the arbitrator shall consider nothing else. The Arbitrator can add nothing to nor subtract anything from the agreement. Arbitratable grievances are only those that involve interpretations, application or violation of the terms of the contract. All other grievances shall end at the BOE Level 5.

## **C. CONCLUSIONS**

1. Nothing stated herein shall deprive a bargaining unit member(s) constitutional rights to be represented by an agent of the bargaining unit member(s) own choosing at any stage of the procedure. The Association may be represented at all levels in accordance with the Grievance Procedure as delineated above.
2. No action shall be taken by the Board or by any member of the Administration against any party in interest, any building representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
3. All meetings and hearings under this procedure shall not be conducted in public unless the grievant requests, in writing, a public hearing, and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.
4. In the event that a grievance is extended beyond the school year into the summer, either party may request in writing a postponement of the grievance procedure until a later date. The waiver(s) must be signed by both parties. If the waiver is not mutually agreed upon, the grievance procedure shall continue until the start of school in the subsequent school year, unless the aggrieved party may suffer a significant loss. In the event of no postponement workdays shall be substituted for school calendar days.

## **IV. SCHOOL YEAR AND HOLIDAYS**

### **A. SCHOOL YEAR**

#### **1. Teachers**

- a. All ten-month certified bargaining unit member(s) covered by this Agreement shall work-182 student days, 184 teacher days.
- b. All ten-month certificated bargaining unit member(s) shall work the following schedule:

High School: 8:10 am to 3:15 pm

Elementary School: 8:10am to 3:15pm

The student day shall be:

High School: 8:15 am to 2:40 pm

Elementary School: 8:20am to 2:45pm

c. Early dismissal for teachers:

Teachers may leave with the students on Fridays and the day before a recognized holiday. Notwithstanding this limitation, teachers may leave with the students the day "before" NJEA convention.

## **2. Secretaries**

- a. The work year for all twelve-month secretarial bargaining unit members shall be from July 1<sup>st</sup> to June 30<sup>th</sup>
- b. The workweek schedule for the elementary school secretaries shall be 7:45am to 3:45pm and the workweek for high school and special services shall be 8:00am to 4:00pm. The workweek is Monday through Friday with one (1) hour uninterrupted lunch. There may be an adjustment of the workday schedule if mutually agreed between the secretary and the immediate administration.
- c. The summer workweek schedule for all secretaries working July 1<sup>st</sup> through the day before the teachers' return shall be Monday through Friday from 8:00 a.m. - 3:00 p.m. with one 45-minute lunch.

## **3. Special Subjects**

- a. Elementary School teachers of special subjects such as art, music and remedial education may, by mutual written agreement, with the appropriate administrator and on a voluntary basis, report for work up to one half hour earlier than contract hours or remain up to one half hours later than contract hours. When the aforementioned occurs the teacher may leave or start an equal amount of time earlier or later on the designated day.

## **B. SCHOOL CALENDAR**

- a. The school calendar shall be established and determined by the Board of Education upon the recommendation of the Superintendent of Schools. The BEA shall be given an opportunity to review the proposed calendar and provide comment prior to adoption.

## C. HOLIDAYS

1. All ten-month certificated bargaining unit members shall work the school calendar as approved by the Board of Education.
2. All twelve-month bargaining unit members shall be entitled to the following holidays if schools are not in session:

New Year's Day and the preceding day, if a work day  
Martin Luther King's Birthday  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day and the day after  
Christmas Eve Day  
Christmas Day  
Day after Christmas

## V. COMMITTEES

The following committee specifications shall appear in Board Policies and for the length of time this contract is in force except as amended herein:

(1) School Calendar Committee: Amendment:

The BEA shall have the right to appoint to the committee, eight (8) of its members, who shall represent a cross-section of the staff. The committee shall also consist of three administrators as appointed by the superintendent.

(2) Teacher Evaluation Committee: Amendment:

The BEA shall have the right; to appoint to the committee five (5) of its members, who shall represent a cross-section of the staff. The committee shall also consist of three administrators as appointed by the superintendent.

(3) Professional Growth Committee: Amendment:

The BEA shall have the right to appoint to the committee four (4) of its members, who shall represent a cross-section of the staff. The committee shall also consist of three administrators as appointed by the superintendent.

## **VI. TEACHER EVALUATION**

### **A. TENURED TEACHERS**

1. All tenured teachers must receive a minimum of one (1) written evaluation each year before April.
2. In the event a tenured teacher is not meeting the standards of the District, more frequent observations and evaluations will be made.

### **B. NON-TENURED TEACHERS**

1. All non-tenured teachers must receive a minimum of three (3) written evaluations before April each year. One of the three (3) written evaluations must evaluate the staff member's total performance as an employee of the Board.
2. The Superintendent of Schools shall develop a schedule for evaluation deadlines. The schedule shall conform to the following:

Teachers in their first and second year of employment in the Bogota School District:

November	First Evaluation
January	Second Evaluation
March	Third Evaluation with assessment of total performance in District and recommendation of renewal.

Teachers in their third year of employment in the Bogota School District:

November	First Evaluation
January	Second Evaluation
March	Third Evaluation with assessment of total performance in District and recommendation for tenure.

### **C. ALL TEACHERS**

1. The number of evaluations specified herein shall serve as a minimum requirement. If a greater number of evaluations are necessary to assess a teacher's performance, they will be conducted with the approval of the Superintendent of Schools.
2. All evaluations must be based upon classroom observation of the duration of a full class period in the secondary school, or for the duration of one complete subject in the elementary school.
3. The Administrator and/or department head making the observation and evaluation shall conduct a follow up conference to be held no later than 10 days as per NJAC 6A: 32-4.5 (d)

4. Both parties will sign the written evaluation report and retain copies for their records. One copy will be forwarded to the Superintendent of Schools.
5. All teachers shall have the right to submit a written disclaimer of their evaluations within ten (10) days following the conference. The disclaimer shall be attached to all copies of the evaluation.

## **VII. EMPLOYMENT**

### **A. SECRETARIAL**

#### **1. Vacation**

All twelve-month secretarial bargaining unit members shall receive one (1) week of vacation after completing six months of service, two (2) weeks of vacation after completing one year of service, three (3) weeks of vacation after completing five years of service, and four (4) weeks of vacation after completing ten (10) years of service.

#### **2. Delayed Opening**

All secretaries shall be entitled to receive the same delayed school opening schedule offered to the teaching staff. Secretaries shall report to school at the same time teachers report during delayed opening days.

#### **3. Secretary Lunch Period**

All secretaries shall be guaranteed a one hour uninterrupted lunch period and shall be free to leave the building with notice during the said lunch period. Nothing in this paragraph shall preclude the exercise of the principal's authority in case of emergency.

#### **4. Sign-In Procedure**

Secretaries shall be required to sign in and out whenever they enter or leave the building by placing their initials in the appropriate column of the sign-in roster.

5. In the event of a reduction in force (RIF) affecting secretaries in the bargaining unit, (central office personnel excluded) the least senior secretary shall be subject to the RIF. In the event of a recall, the secretary last laid off shall be the first recalled.

6. The District shall have the right to reassign a secretary (ies) to vacant positions(s) caused by a RIF, if any. A secretary under said circumstances who is assigned to a vacant position shall have twenty (20) workdays to

demonstrate competency in the reposition. If the secretary is deemed to be incompetent, the Board may dismiss her. The basis for said dismissal may not be arbitrary or capricious. If a dismissal is deemed by the Association to be arbitrary or capricious, the Association has the right to process a grievance in appeal thereof to binding arbitration.

## **B. TEACHER**

### **1. Sign-In Procedure**

Teachers shall be required to sign in and out whenever they enter and/or leave the building by placing their signatures in the appropriate column of the faculty sign-in roster.

### **2. Elementary Schools**

The Administration shall make every attempt to secure substitute teachers for the special teachers of art, music, and physical education in the elementary schools.

### **3. High School Teaching Load**

All high school English and Math teachers shall teach five (5) periods per day. All other high school teachers shall teach up to six (6) periods per day as assigned by the Administration.

### **4. Assigned Duties**

All non-classroom time that teachers may acquire in addition to contractual preparation time will be used for assigned responsibilities, as the Administration deems necessary. These responsibilities will be assigned on a rotating and equitable basis.

### **5. Class Coverage**

Any teacher who must substitute for a teacher during a preparation period when the Board does not obtain a substitute shall be compensated at the rate of \$40 per teaching period at the High School and at the Elementary Schools for 2008-2010. If a teacher is pulled from duty to cover a class the rate is \$30.00 per class for 2008-2010.

### **6. Lunch**

All teachers are entitled to a duty-free lunch period in the amount of time equivalent to the student lunch period.

Elementary school lunch periods will be supervised by Lunchroom Aides in order to provide teachers with a duty-free lunch period of fifty (50) minutes, except those teachers assigned playground duty who shall have a minimum of a forty (40) minute lunch period.

**7. Leaving Assigned Building**

All teachers shall be guaranteed an uninterrupted lunch period and shall be free to leave the building with notice during said lunch period. Teachers must sign in and out pursuant to the terms delineated in Article VII B-1. Nothing in this paragraph will preclude the exercise of the principal's authority in case of emergency.

**8. Back to School Night**

Each school shall have a single session day on the date of its Back-to-School Night.

**9. Meetings and Workshops**

Two (2) hours per month will be utilized for workshops and/or faculty meetings as designated by administration. One meeting shall be for a maximum of 60 minutes. All meetings are reserved for Tuesdays. An emergency need meeting can be called without notice when necessary. All teachers must attend all such meetings and administration must provide staff a minimum of five (5) days notice to schedule the one (1) hour meeting.

**10. Travel**

All bargaining unit members assigned two or more schools shall have a guaranteed, uninterrupted, daily lunch period consisting of (60) consecutive minutes inclusive of all travel time between school buildings.

**11. Attendance at 6<sup>th</sup> Grade and High School Graduation**

Teachers who attend graduation exercises shall be dismissed at 1:00 pm on the day of graduation and shall return to attend the graduation ceremonies.

**VIII. ABSENCES and LEAVES**

**A. SICK LEAVE**

1. All ten-month full time bargaining unit member employees shall have twelve (12) days of sick leave per year.
2. Twelve-month full time bargaining unit members shall have fourteen (14) days of sick leave per year.
3. Sick Leave with pay exceeding five (5) consecutive days and frequent short periods of absence must be duly substantiated by doctor's certification upon request.

4. If a bargaining unit member's personal illness extends into the subsequent contract year and the bargaining unit member is unable to return to duty, the bargaining unit member shall be entitled to only personal illness benefits due for the current contract, including accumulated sick leave, and when these have been used, the bargaining unit member is to be taken off the payroll. The bargaining unit member may request an unpaid leave of absence at this time.

Whenever absence due to illness exceeds the accumulated number of days with pay for bargaining unit members who have achieved tenure in Bogota, payment of salary less a deduction in the amount required to pay for a substitute may be made, as determined on an individual basis as provided by State Law. Tenured bargaining unit members not granted extended sick leave may request a leave of absence without pay. Bargaining unit members not under tenure shall be dropped from the payroll and may request a leave of absence. This procedure will continue until the end of the contract year.

5. Bargaining unit members shall be given a written accounting of accumulated sick leave days no later than September 30<sup>th</sup> of each school year.
6. Bargaining unit members who use one or less sick days in any given school year shall have an honorarium in the sum of \$300.00 that shall be paid in a separate September paycheck of the next school year.
7. Bargaining unit members who do not use any sick days and do not use any personal business days in any given school year shall be credited with one additional day of accumulated sick leave.
8. Upon retirement into the pension system any bargaining unit members who have completed 20 years of service in the district and give advanced notice of said retirement no later than February 1, in the school year immediately prior to the July 1 retirement date, shall be paid for accumulated sick leave as follows:
  - a. Any bargaining unit member who has completed 20 years of service in district by June 30, 2003 shall be paid for accumulated sick leave at the rate of 20% of the employee's per diem rate in the retirement year for all accumulated sick leave. Any bargaining unit member who has completed 20 years of service in district by June 30, 2004 shall be paid for accumulated sick leave at a rate of 20% of the per diem rate in the retirement year up to a maximum of 200 days.
  - b. All other bargaining unit members who meet the criteria shall be paid at a rate of \$65 per diem for each accumulated sick day to a maximum 200 days.

- c. Bargaining unit members shall receive three (3) equal checks: one (1) July 1<sup>st</sup> of the same calendar year; and one (1) on July 1<sup>st</sup> of the subsequent two calendar years.
- d. If notice is not provided by February 1<sup>st</sup>, payment schedule will commence July 1<sup>st</sup> of the subsequent calendar year.
- e. In the event of the death of a bargaining unit member who has met all of the criteria delineated in paragraph 8, payment shall be made to the members' estate as directed by the appointed testator/trix.
- f. The employee may elect to have the money deposited into a 403B or a 457 plan.

## **B. UNPAID LEAVES OF ABSENCE**

The Board may grant leaves of absence without pay to bargaining unit members in the following cases:

- 1. Military Leave
- 2. Maternity Leave
- 3. Restoration of Health
- 4. Family Hardship
- 5. Professional
- 6. Other requests for Board consideration

## **C. SHORT-TERM ABSENCE (EXCLUSIVE OF SICK LEAVE)**

The Board may grant the bargaining unit member's absence without loss of pay for the following reasons as per Board policy:

- 1. Death of immediate family - up to five (5) days (mother, father, mother-in-law, father-in-law, brother, sister, son, daughter, spouse, grandchild or any member of the household living with the bargaining unit member as a permanent family member). The 5 days must be taken within 10 days of the date of the death. In the event of unusual circumstances, the superintendent shall have the discretion to deviate from this term on a case-by- case basis.
- 2. Death of a relative not in the immediate family or a close friend - one (1) day per year.
- 3. Personal Business Days - three (3) days per year for urgent personal business that cannot be attended to other than during the work day, subject to the following:
  - a. Requests must be in writing and submitted to the Superintendent of Schools at least three (3) working days prior to the date of requested absence except in emergencies. Requests for personal

business absence shall include the following statement which shall be signed: "I hereby certify that the personal business I am conducting cannot be accomplished at any time other than during the school day." Personal Days must be full days. No longer will requests for any half-day personal days be accepted. In the event of unusual circumstances, the superintendent shall have the discretion to deviate from this term on a case-by-case basis.

- b. Personal business absences shall not be granted to extend a vacation or recess period as provided in the school calendar, except for marriage or graduation in the immediate family with immediate family defined as in paragraph C 1 above.
- c. Teaching bargaining unit members (i.e., those requiring substitutes) granted personal business absences shall not exceed the following number in any day.

High School: 4  
Bixby: 2  
Steen: 2

- d. Nothing specified herein shall deny the Superintendent of Schools the discretion to accommodate bona fide emergencies of bargaining unit members.

#### **D. JURY DUTY**

A bargaining unit member who is required to serve on jury duty shall receive the daily contractual pay, diminished by the amount of compensation received as a juror, for days missed when school is in session. Telephone standby service shall not be paid for by the Board of Education. In order to qualify for pay during jury service, a copy of the Summons and proof of attendance must be provided to the Superintendent of Schools.

#### **E. UNAUTHORIZED ABSENCES**

- 1. Unauthorized absences shall be deducted at the rate of 1/200<sup>th</sup> from the yearly salary of ten-month bargaining unit members times the number of said unauthorized absent days.
- 2. Unauthorized absences shall be deducted at the rate of 1/240 from the yearly salary of twelve month bargaining unit members times the number of said unauthorized absent days.
- 3. All other leaves of absence with pay may be granted by the Board of Education in accordance with Board policy.

## **F. SABBATICAL LEAVE**

### **1. Length of Leave**

A leave of absence for one (1) school year may be granted to a member of the professional staff after each seven-year (7) year period of satisfactory services in the District by the Board of Education upon recommendation of the Superintendent of Schools. In order to improve the educational program and stimulate professional growth of personnel for the benefit of the school district, a leave may be granted for formal study and research. Fellowships, grants, exchange teaching, and field research may be considered on an individual basis. Sabbatical leave will be granted for only a full year only. No term less than a full year will be granted.

### **2. Criteria for Sabbatical Selections**

- a. The recommendation of the appropriate administrator, and Department Head(s) when applicable, shall be based on the benefit the leave would have on the educational program.
- b. The applicant must demonstrate in writing that completion of the chosen program to be undertaken during the sabbatical would add an educational benefit to the district.
- c. The seniority of applicants shall be a determining factor when two or more equally worthy proposals are considered.
- d. The recommendation of the Superintendent of Schools shall be based on the benefit the sabbatical would have on the educational programs and curriculum of the school district.

### **3. Quota**

No more than two leaves may be granted in any given academic year, but the Board assumes no obligation to grant any leave inconsistent with the above criteria for recommendation.

### **4. Application**

- a. Application shall be made in writing outlining the course of study or research to be undertaken on or by December 1<sup>st</sup> of the preceding school year for which leave is requested.
- b. The application shall be submitted to the appropriate administrator, the Department Head if applicable, and the Superintendent of Schools.
- c. The superintendent of schools shall make a recommendation known to the Board of Education by the first regular monthly meeting in February following the December 1 deadline. The

Board shall vote on the recommendations at the regular monthly meeting in March. Applicants shall receive notification from the Superintendent of Schools of the Board's decision following this meeting.

**5. Requirements**

Any Sabbatical Leave which has been approved by the Board shall be granted subject to the following requirements of the applicant:

- a. The professional bargaining unit member shall enter into an agreement prepared by the Board of Education to continue service in the district for at least two (2) years after completion of the sabbatical leave.
- b. If the professional bargaining unit member fails to continue in service for a period of two (2) years after such Leave of Absence, the employee shall repay the Board the sum of money bearing the same ratio to the amount of salary received while on Sabbatical Leave that the unperformed part of the two (2) subsequent years' service bears to the full two (2) years, unless such employee is incapacitated, has been discharged or released for good and sufficient reasons, as determined by the Board from this obligation.

**6. Status of Tenure and Pension**

The period of Sabbatical Leave shall count as regular service for the purpose of retirement planning and contributions to the retirement fund shall continue. Tenure rights shall not be impaired.

**7. Forfeiture of Sabbatical Leave**

- a. The bargaining unit member to whom the Sabbatical Leave is granted shall accept the responsibility of providing documentation (transcript or comparable document) concerning the purpose of the leave.
- b. If the Superintendent of Schools has evidence that the bargaining unit member on Sabbatical Leave is not fulfilling the purposes of the leave, the Superintendent shall, after conference with the bargaining unit member, report this fact to the Board of Education, and the Board of Education may terminate said leave. However, the bargaining unit member may request a hearing before final action is taken. If the Board of Education terminates the leave after granting a hearing to the bargaining unit member, there shall be no further recourse to the grievance procedure.

**8. Reinstatement**

Upon completion of Sabbatical Leave, the professional bargaining unit member shall be reinstated on the applicable salary guide.

9. **Salary**

- a. The salary granted to the bargaining unit member(s) on Sabbatical Leave for a full year or two semesters shall be one-half (1/2) of the salary to which the bargaining unit member would be entitled if not on leave, less the regular deductions for the US Federal Income Tax, Social Security, New Jersey Pension, and any other deductions authorized by the employee.

The salary for one-half (1/2) year Sabbatical Leave or one semester shall be 80% of one-half the salary to which the bargaining unit member would be entitled if not on leave, less deductions stated above.

- b. Salary shall be paid in accordance with the contracted salary schedule.

**IX. INSURANCE PROTECTION**

**A. MEDICAL**

The Board shall pay the full premium for each bargaining unit member's medical insurance coverage and the cost for family plan insurance coverage with a health insurance provider. Any change in health care coverage shall be consistent with applicable PERC decisions.

Election to waive medical benefits due to dual coverage shall be paid to the employee at the rate of 40% of the savings to the Board, with said payments being paid in January and June.

Opt-out will be qualified under IRS Code Section 125, to be paid as a stipend as stipulated above. The employee could re-enter the program at any time with the "change of life" event, such as a spouse's loss of coverage, death, divorce, etc., as per IRS Code 125 and would receive pro rated "opt out" at the end of the school year.

**B. DENTAL**

The Board agrees to provide coverage for all bargaining unit members not to exceed the following annual costs:

New Jersey Dental Plan 1-B Full Family Coverage  
NJSP, Inc. U.C.R.  
(Usual, Customary & Reasonable)

**Co-Payment:**

Preventive Diagnostic	70/30
Basic	50/50
Crowns, Inlays, and Gold Restorations	50/50
Prosthodontics	50/50
Orthodontics	50/50
Calendar Year maximum	\$1,000
Orthodontic Maximum	\$800
Deductible	\$25 (per patient per calendar year)
	\$75 (per family maximum aggregate)

Note: Both deductibles are not applicable to preventative and diagnostic services.

**C. OPTICAL**

The Board shall provide all eligible bargaining unit members and their dependents presently receiving medical benefits with an Optical Reimbursement Program for the term of this contract and only in the following manner:

Effective July 1, 2004, the Board of Education shall contribute up to \$36,000 annually toward the premium cost for the Optical Plan for the bargaining unit members and their dependents. The type of coverage shall be Vision Service Plan (VSP), specifically Plan C with no deductible.

**D. PRESCRIPTION PLAN**

Beginning July 1, 2006, prescriptions shall be submitted to the major medical contained in the current health insurance plan (State Health Benefits Plan) and be reimbursed pursuant to that portion of the plan. Bargaining unit members who leave the system prior to June 30 of each contract year shall be entitled to health benefit coverage pursuant to law.

**X. SALARIES**

**A. PAYMENT SCHEDULE**

1. Bargaining unit member(s) employed on a ten-month (10) basis shall be paid in twenty (20) equal semi-monthly installments and bargaining unit members employed on a twelve-month (12) basis shall be paid in twenty-four (24) equal semi-monthly installments.

2. Bargaining unit member(s) shall receive their paychecks on the last workday when a payday falls on or during a school holiday, bank holiday, vacation, or weekend.
3. Ten-month bargaining unit members shall receive their final checks on their last work day in June.
4. Salary guides and provisions will be in effect for the 2008-2009 and 2009-2010 school years. See Annexed Guides.

## **B. TEACHER SALARIES**

### **1. Longevity**

- a. A longevity increment as indicated below in addition to and above the step guide shall be paid annually for all teachers who have been employed in the Bogota School District and completed seventeen (17) years or more. The seventeen years must be consecutive in the Bogota school district. Leaves of absences approved by the Board of Education shall not create a disruption to the consecutive years of employment.
- b. Effective July 1, 2003, longevity for all bargaining unit members shall be calculated from the completion of the longevity year. The date of employment and subsequent anniversary date shall be the first day of actual job performance and not the date of hire. Said payments are non-cumulative, Longevity payments shall commence with the first paycheck in the subsequent year after completion of the requisite number of years within district.

Completed Service Years Within Bogota District	2004-05
17-20	\$ 937.00
21-25	\$1,873.00
26-30	\$2,809.00
31-35	\$3,745.00
36-40	\$4,681.00

### **2. Experience Adjustment/Salary Guide**

An annual experience adjustment of \$1,600.00 per year shall be paid to all certificated bargaining unit members hired and consecutively employed by the Bogota School District and who have completed Step 16+4 by June 30, 2004. Any bargaining unit member who currently receives the experience adjustment under previous contract language shall continue to receive it along with any other negotiated salary increase.

### **3. Miscellaneous**

- a. Teachers who complete a Doctoral Program in Education beyond the sixth-year level will receive \$500.00 in addition to their per annum salary.

- b. Initial placement on the salary guide for new teachers shall be at a salary and step mutually agreed upon and approved by the Bogota Board of Education, as per N.J.S.A. 18A:29-9.
- c. Any new hires after February 9, 1995 shall not be eligible to participate in the M.A. (E) Program. As of July 1, 2002, no salary increases shall be granted for credits earned beyond the M.A. (E) level. However, someone who is currently on the MA (E) level or has 30 graduate credits and then subsequently earns a separate Masters degree would move to the MA+30 level. The order in which the graduate credits are earned is immaterial. Any credits earned before the acquisition of a Masters degree that did not count towards that Masters degree will count towards the MA+30 level.
- d. For completion of each eight credits of college graduate courses and/or in-service work beyond Bachelor's and Master's degree levels achieved before September 1, the teacher's salary will be increased one-fourth the difference of \$1,200.00 beginning in September. In-service credits will not be approved beyond six credits each level. Teachers will file transcripts with the Superintendent of Schools by July 1 and October 1 of each year.
- e. Teachers who complete thirty (30) graduate credits in their subject matter field beyond the sixth-year level will receive \$300.00 in addition to the salary per annum.
- f. Teachers who complete thirty (30) graduate credits leading to a certificate or professional diploma in their subject field beyond the sixth-year level will receive \$400.00 in addition to the salary per annum.
- g. Teachers of Special Education classes hired prior to July 1, 1978 shall receive \$100.00 in addition to the salary per annum. (Grandfather clause)
- h. Bedside and home instruction shall be paid at the rate of \$40.00 per hour for 2008-2010.
- i. Chaperon assignments shall be paid for at the rate of \$75.00 per event for 2008-2010.
- j. Curriculum writing shall be paid for at the rate of \$40.00 per hour. This payment is not applicable to meetings involving curriculum when such meetings occur during regular school day.
- k. Overnight Educational Trips

A stipend in the amount of \$275.00 per day shall be paid to each teacher participating in an outdoor, overnight educational trip. No compensatory time will be earned. Teachers will be paid on a per diem rate for days worked on a weekend.

- (1) Administrators shall initially request that teachers volunteer for the trip. If teachers do not volunteer for the Program, the Administrator(s) shall have the right to direct teacher attendance.

- l. **Overnight High School Trips**

Compensation for overnight high school field trips for band, senior class, etc., shall be paid at the rate of \$100 plus per diem rate without any compensatory days.

- m. All certified bargaining unit members assigned to a Board-approved activity that has not been delineated elsewhere in this collective bargaining agreement shall be compensated at the rate of \$40.00 per hour for 2008-2010.
- n. If at any time during the length of this contract, both the administration and the association mutually agree on the creation of a new club or activity, the position may be presented to the Board of Education for approval and the stipend shall be temporarily set at \$500.00. The stipend will then be officially negotiated during the subsequent contract negotiations.

## **C. SECRETARIAL SALARIES**

- l. **Longevity**

- a. A longevity increment, as indicated below, in addition to and above the step guide shall be paid for all secretaries who have been employed in the Bogota school system upon completion of 15 years or more.
- b. Longevity for all secretarial bargaining unit members shall be calculated from the completion of the longevity year. The date of employment and subsequent anniversary date shall be the first day of actual job performance and not the date of hire. Longevity payments shall commence with the first paycheck in the subsequent year after completion of the requisite number of years within district. Longevity payments are non-cumulative.

### **Twelve month secretaries**

#### Service Years

15-19	\$ 387.00
20-plus	\$2,898.00

#### **D. SECRETARY EXPERIENCE ADJUSTMENT/SALARY GUIDE**

1. An annual experience adjustment of \$1,200.00 per year shall be paid to all secretaries who completed step 13 by June 30, 2004.
2. The \$1,200.00 experience adjustment increase shall begin on the first day of the eighteenth (18<sup>th</sup>) year.
3. Regardless of their initial step placement, all secretaries hired after February 9, 1995, shall be required to work seventeen (17) full years in the District before they are eligible to receive the experience adjustment.
4. The salary guide is set forth herein as Schedule B.
5. Any bargaining unit member who currently receives the experience adjustment under pervious contract language shall continue to receive it along with other negotiated salary increases.

#### **XI. DEDUCTIONS FROM SALARY**

The Board agrees to deduct from the salaries of its bargaining unit members dues for the Bogota Education Association, the Bergen County Education Association, the New Jersey Education Association, and the National Education Association as said bargaining unit members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 477 P.L. 1979 and under rules established by the State Department of Education. Said moneys, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Bogota Association by the fifteenth (15<sup>th</sup>) of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Association or Associations.

Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

The Board agrees to deduct from bargaining unit members' salaries money for State Association services and to transmit the moneys within twenty (20) days of deduction. Any bargaining unit member may have such deduction discontinued at any time upon sixty (60) days written notice to the Board and the appropriate agency.

Teacher authorizations shall be in writing in the form set forth below:

#### **AUTHORIZATION TO DEDUCT MEMBERSHIP DUES**

Name _____	Social Security No. _____
School Building _____	District _____
To: Disbursing Officer _____	Board of Education _____

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for the duration of this Agreement. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of January 1 next succeeding the date on which notice of withdrawal is filed. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability thereof.

Any balance of funds collected under payroll deductions shall be transferred to the New Jersey Education Association by June 30 of each year.

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Signature of Employee

## **XII. REPRESENTATION FEES**

### **A. NON-MEMBER FEE**

If a bargaining unit member does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said bargaining unit member shall be required to pay a representation fee to the Association for the membership year to offset the costs of services rendered by the Association as majority representative.

### **B. AMOUNT OF FEE**

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues and assessments charged by the Association to its bargaining unit members for that membership year. The representation fee to be paid by non-Bogota Education Association members shall be equal to 85% of that amount. It shall not include any amount of dues, fees, or ideological activities or causes that are only incidentally related to terms and conditions of employment or applied toward the cost benefits available only to members of the Bogota Education Association.

### **C. INDEMNIFICATION**

The Bogota Education Association agrees to indemnify and hold harmless the Bogota Board of Education from any damages which may result from any legal action in which the Board of Education may be named as a result of the deduction of representation fees from the salaries of bargaining unit members, the transfer of such fees to the Bogota Education Association or the disposition of such fees to the NJEA.

**D. DEDUCTIONS AND TRANSMISSION OF FEE**

1. The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Paragraph B above and promptly will transmit the amount so deducted to the Association.
2. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each teacher during the remainder of the membership year in question. The deductions will begin 30 days after the employee begins his or her employment in a bargaining unit position.

**E. TERMINATION OF EMPLOYMENT**

If a bargaining unit member paying representation fees terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question and promptly forward same to the Association.

**F. MECHANICS**

1. Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association shall, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
2. If the New Jersey law allowing assessment and deduction of representation fee from the salaries of bargaining unit members who are not members of the Association is voided by Federal or State law or statute, this Agreement by the Bogota Board of Education with regard to representation fees shall immediately become null and void.

**XIII. ASSOCIATION PRIVILEGES**

- A. The Association and its representatives shall have the privilege of using school buildings for meetings, except during school hours, with prior notification to the building principal and approval of same. Such approval shall not be unreasonably withheld.
- B. The Association shall have the privilege of using school facilities and necessary equipment, with prior approval of the building administrator. The Association shall furnish or pay for supplies used and shall assume all liability for damage to

said facilities and equipment other than ordinary wear and tear. No equipment may be removed from the buildings.

- C. The Association President shall be provided release time in the amount of one period each week to discharge his or her Association duties. When the Association President is a high school teacher, the schedule of such teacher shall be so planned as to provide for this release time. When the Association President is an elementary teacher, the Administration shall make its best effort to provide for a comparable period of release time.

#### **XIV. MISCELLANEOUS PROVISIONS**

- A. If any provision of this Agreement or any application of this Agreement to any bargaining unit members or group of bargaining unit members is held to be contrary to law, then such provisions or application shall not be deemed valid and subsiding, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. The Board of Education and the Association agrees that there shall be no discriminating in the hiring, training, assignment, promotions, transfer, or discipline of bargaining unit members, or in the application or administration of the Agreement on the basis of race, creed, age or, religion, national origin, sex, domicile, or marital status.
- C. All professional vacancies within the district shall be publicized by the Superintendent in accordance with the following procedure:
1. A notice shall be posted in each school as far in advance as possible, at least ten (10) school calendar days before the final date when applications must be submitted. A copy of said notice shall be mailed to the home addresses of the Association President and Vice President at the time of posting.
  2. Vacancies which must be filled during the summer period when school is not in session must be posted in each school, and mailed to the home address of the Association President and Vice President. Certified bargaining unit members must receive written notification of available promotional positions at their address of record as least two weeks prior to the deadline application date.
- D. Whenever any written notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing to the following addresses:
1. If by the Association, to:  
The Bogota Board of Education, Board Secretary  
One Henry C. Luthin Place  
Bogota, NJ 07603

2. If by the Board of Education, to:  
The Bogota Association  
President  
Appropriate School Building  
Bogota, New Jersey 07603

### **XV. DURATION OF AGREEMENT**

This Agreement shall be implemented beginning on July 1, 2008 and shall continue in effect until June 30, 2010.

In witness, whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon.

Board of Education

Bogota Education Association

By: Charles Severino  
Charles Severino, President  
Dated: Jun. 20, 2010

By: Anna L. Drabek  
President  
Dated: 01-21-10

By: Dr. Carol Fredericks  
Dr. Carol Fredericks, BA/BS  
Dated: 1/20/10

By: Grant P. Jacob  
Secretary  
Dated: 1/21/10

**Schedule**  
**A**

**Teachers Salary Guide**

**2008-2009**

<b><u>Step</u></b>	<b><u>BA</u></b>	<b><u>MA</u></b>	<b><u>MA+30</u></b>
1)	42,086	48,369	53,622
2)	42,086	48,369	53,622
3)	42,704	49,399	54,652
4)	43,528	50,429	55,682
5)	44,077	50,944	56,712
6)	44,815	51,459	57,433
7)	45,850	52,008	58,154
8)	47,366	52,666	59,390
9)	48,477	53,216	60,551
10)	49,384	54,249	61,866
11)	50,299	55,694	63,177
12)	51,617	56,879	64,646
13)	53,049	58,211	65,958
14)	55,776	59,784	66,958
15)	62,180	68,247	74,977
16)	75,686	83,452	88,894

**Schedule A**

**Teachers Salary Guide**

**2009-2010**

<b><u>Step</u></b>	<b><u>BA</u></b>	<b><u>MA</u></b>	<b><u>MA+30</u></b>
1)	43,410	49,882	55,292
2)	43,410	49,882	55,292
3)	44,047	50,943	56,353
4)	44,895	52,003	57,414
5)	45,461	52,534	58,475
6)	46,221	53,064	59,218
7)	47,287	53,630	59,960
8)	48,849	54,308	61,233
9)	49,993	54,874	62,429
10)	50,927	55,938	63,784
11)	51,870	57,426	65,134
12)	53,227	58,647	66,647
13)	54,702	60,019	67,998
14)	57,511	61,639	69,028
15)	64,107	70,366	77,288
16)	78,018	86,017	91,622

## **Schedule B**

### **Secretaries Salary Guide**

<b><u>Step</u></b>	<b><u>2008-2009</u></b>	<b><u>2009-2010</u></b>
1)	37,608	38,736
2)	38,432	39,585
3)	38,432	39,585
4)	39,256	40,434
5)	40,080	41,282
6)	40,904	42,131
7)	41,728	42,980
8)	42,552	43,829
9)	43,376	44,677
10)	44,200	45,526
11)	45,024	46,375
12)	45,850	47,224
13)	48,894	50,361

## SCHEDULE C

### DEPARTMENT HEADS AND COORDINATORS

#### Department Chairpersons

1. Foreign Language
2. Business
3. Mathematics
4. Social Studies
5. Science
6. English
7. Health and Physical Education
8. Coordinator of Special Services
9. Director of Guidance
10. Music Coordinator
11. Chairman of Elementary Computer Program
12. Supervisor of Special Education

Appointments shall be made annually by the Board of Education, upon recommendation of the Superintendent of Schools, to positions listed herein - Department Heads and Coordinators. Compensation for these positions shall be added to and become part of their salary for the year or years during which they hold said position.

In the event a department head or coordinator shall resign from this position, or shall be removed, or shall not be reappointed, he or she shall not be entitled to any increments, if granted, in subsequent years until his or her base salary shall equal that of other teachers at his or her step on the guide.

	2008-2010
Dept. Chairs w/ Adm/Supr Certificate	2921
All Others	2595

**Bogota Schedule D  
(2008-2010)**

<b>ACTIVITY</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
	<b>Football</b>			
Head		5801	6056	7204
1st Asst		3765	3931	4676
Asst		3369	3517	4183
Asst		3369	3517	4183
Asst		3369	3517	4183
	<b>Cross Country</b>			
Head		5271	5503	6547
Asst		3369	3517	4183
	<b>Boys Basketball</b>			
Head		5271	5503	6547
Asst		3369	3517	4183
Freshman		3369	3517	4183
7th/8th		2648	2764	3287
	<b>Wrestling</b>			
Head		5271	5503	6547
Asst		3369	3517	4183
7th/8th		2648	2764	3287
	<b>Bowling</b>	3369	3517	4183
	<b>Baseball</b>			
Head		5271	5503	6547
Asst		3369	3517	4183
7th/8th		2648	2764	3287
	<b>Boys Track</b>			
Head		5271	5503	6547
Asst		3369	3517	4183
	<b>Girls Basketball</b>			
Head		5271	5503	6547
Asst		3369	3517	4183
7th/8th		2648	2764	3287
	<b>Girls Track</b>			
Head		5271	5503	6547
Asst		3369	3517	4183
	<b>Girls Volleyball</b>			
Head		5271	5503	6547
Asst		3369	3517	4183
7th/8th		2648	2764	3287
	<b>Girls Softball</b>			
Head		5271	5503	6547
Asst		3369	3517	4183
7th/8th		2648	2764	3287
	<b>Athletic Director</b>	8818	9206	10850
	<b>Tape &amp; Equipment Mgr</b>			
Fall		1100	1149	1368

Winter	1100	1149	1368
Spring	1100	1149	1368

**Bogota Schedule E (2008-2010)**

<b>ACTIVITY</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Director of Drama	2190	2286	2718
Cheerleader-head	2541	2653	3154
Cheerleader JV	1989	2077	2469
HS Yearbook	2200	2297	2732
HS Newspaper	1989	2077	2469
HS Yearbook Bus	1757	1834	2180
HS Newspaper Business	1271	1327	1578
Play/Musical Director	1155	1206	1434
Play/Musical Director	1155	1206	1434
Play/Musical Director	1156	1207	1434
HS Treasurer	2923	3052	3629
Outlook Business	1239	1294	1538
Outlook	1300	1357	1613
Twirler/Color Guard	1757	1834	2180
Marching Band	3382	3531	4199
Flag Squad	1757	1834	2180
Student Congress	1630	1702	2023
Sr Class Advisor	1292	1349	1604
Sr Class Advisor	1292	1349	1604
Jr Class Advisor	753	786	934
Soph Class Advisor	753	786	934
Fresh Class Advisor	753	786	934
8th Gr Class Advisor	467	488	579
7th Grade Class Advisor	467	488	579
6th Grade Class Advisor	467	488	579
Stage Crew	1859	1941	2308
Box Office	1271	1327	1577
Makeup	926	967	1149
YAC	1630	1702	2023
Jazz Band	1032	1077	1281
ITS	1000	1044	1240
ESP Program Report & Data Collection			
Mgr	500	522	619
After/Before School Detention(per hour)	30	31	38
DECA Advisor	1500	1566	1860
High School Office Secretary Mgr	417	435	518
NHS Advisor			1000
Art Teacher/School Play Scenery			500
Art Club			500
Barber Shop			500
Teacher in Charge (Bixby)			1000
Teacher in Charge (Steen)			1000
Math Club			500

For Schedules D and E, payment shall be made as follows. Any such stipend position wherein the activity is less than 8 weeks in duration, the stipend shall be paid at the end of the activity. For activities 8 weeks or longer in duration, such stipends shall be paid in two installments: once at the midway point of the activity, and the second installment to be paid at the end of the activity. Appointments to positions on Schedules D and E shall

be made annually by the Board of Education upon recommendation of the Superintendent of Schools.